

Barry N. Guterman, Esq. (BG6410)  
Robert Briere, Esq. (RB6080)  
Barry N. Guterman & Associates, P.C.  
Attorneys for Defendant  
Towne Air Freight, Inc.  
60 East 42<sup>nd</sup> Street, 46<sup>th</sup> Floor  
New York, New York 10165  
(212) 983-1466

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

BASLER SECURITIES VERSICHERUNGS AG

Plaintiff,

- against -

AMERICAN AIRLINES, INC.; EXPEDITORS  
INTERNATIONAL OF WASHINGTON, INC.; TOWNE  
AIR FREIGHT, INC.; and CENTRAL STATES  
TRUCKING COMPANY,

Defendants.

**ECF CASE**

**07 CIV 7866**  
**(Judge Preska)**

**TOWNE AIR FREIGHT, INC.'S ANSWER AND AFFIRMATIVE DEFENSES TO  
CENTRAL STATES TRCKING COMPANY'S CROSS-CLAIMS**

Defendant, Towne Air Freight, Inc. ("Towne"), by its attorneys, Barry N. Guterman & Associates, P.C., for its Answer and Affirmative Defenses, to Central States Trucking Company's ("Central") Cross-Claims, states as follows:

1-30        Towne does not respond to paragraphs 1-30 of Central's Answer and Cross-Claims as such allegations are not addressed to it.

31.        Towne repeats and realleges its response to paragraphs 1-30 of Central's Answer and Cross-Claims as its response to paragraph 31.

32. Towne2 denies the allegations contained in paragraph 26 of Central's Cross-Claims.

**AS AND FOR A FIRST  
AFFIRMATIVE DEFENSE**

33. Central fails to state a claim upon which relief can be granted.

**AS AND FOR A SECOND  
AFFIRMATIVE DEFENSE**

34. In the event that Central had no title or interest in the shipment that is the subject matter of this action, then Central is not the real party in interest herein and is not entitled to maintain this suit.

**AS AND FOR A THIRD  
AFFIRMATIVE DEFENSE**

35. The contract of carriage does not contemplate responsibility for special or consequential damages. To the extent that Central seeks special and/or consequential damages, Towne is not responsible for such amounts.

**AS AND FOR A FOURTH  
AFFIRMATIVE DEFENSE**

36. If the shipment referred to in the Cross-Claims suffered any loss, damage and/or delay, which is herein expressly denied, such loss, damage and/or delay was caused by acts or omissions by a third party or a party over whom Towne had no control.

**AS AND FOR A FIFTH  
AFFIRMATIVE DEFENSE**

37. Towne is not guilty of any negligence which was a proximate cause of any alleged loss or damages of which Central complains.

**AS AND FOR AN SIXTH  
AFFIRMATIVE DEFENSE**

38. Any loss or damages alleged to have occurred was solely due to the negligence of Central or others acting on its behalf.

**AS AND FOR A SEVENTH  
AFFIRMATIVE DEFENSE**

39. In the event that Towne handled the subject shipment, then whatever shipments were received for transportation by Towne was accepted in accordance with, and subject to all the terms and conditions of the bill of lading contract and all applicable transportation contracts, classifications and tariffs, rules and regulations set forth therein, and the rules, regulations and practices of Towne, which together form the contract of carriage respecting the transportation of said shipment. In the event that Towne handled the subject shipment, Towne duly performed all the terms and conditions of said contract of carriage on its part to be performed.

**AS AND FOR AN EIGHTH  
AFFIRMATIVE DEFENSE**

40. In the event that Towne handled the subject shipment, then to the extent that Towne did not load, count or secure the subject shipment, it cannot be held liable for any damage to the shipment caused by improper loading, packaging, and/or securement based upon the provisions of applicable law.

**AS AND FOR A NINTH  
AFFIRMATIVE DEFENSE**

41. To the extent that the contract of carriage provided for any limitation of liability for any loss or damage to the shipment in question, Central cannot recover in excess of this amount.

**AS AND FOR A TENTH  
AFFIRMATIVE DEFENSE**

42. To the extent that a proper written notice of claim was not timely filed, the within action is time barred.

**AS AND FOR A ELEVENTH  
AFFIRMATIVE DEFENSE**

43. To the extent that Central failed to bring timely cross-claims, the within action is time barred.

WHEREFORE, defendant Towne Air Freight, Inc. requests that judgment be entered herein dismissing the Cross-Claims, together with interest, costs, disbursements and attorneys fees incurred herein, and such other further and/or different relief as the justice of the case may require.

Dated: New York, New York  
January 14, 2008

By: /s/ Barry Guterman  
Barry N. Guterman, Esq. (BG6410)  
Robert Briere, Esq. (RB6080)  
Barry N. Guterman & Associates, P.C.  
60 East 42<sup>nd</sup> Street, 46<sup>th</sup> Floor  
New York, New York 10165  
(212) 983-1466

Attorneys for Defendant  
Towne Air Freight, Inc. Inc.

To: James A. Saville, Jr., Esq. (JS-4835)  
Hill Rivkens & Hayden LLP  
45 Broadway  
New York, New York 10006  
(212) 689-0600 (phone)

Attorneys for Plaintiff

Frank A. Montbach, Esq. (FM 9361)  
Mound Cotton Wollan & Greengrass  
One Battery Park Plaza  
New York, NY, 10004  
(212) 804-4200

Attorneys for defendant  
American Airlines, Inc.

James P. Krauzlis, Esq. (JK-4972)  
Badiak & Will, LLP  
106 3rd Street  
Mineola, New York 11501  
(516) 877-2225 (phone)  
Reference No.: 07-T-004-JK

Attorneys for defendant  
Expeditors International of Washington, Inc.

Paul M. Keane (PMK-5934)  
Cichanowicz, Callan, Keane, Vengrow & Textor  
61 Broadway, Suite 3000  
New York, New York 10006  
(212) 344-7042

Attorneys for Central State Trucking Company

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